



THOMAS L. GARTHWAITE, M.D. Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES 313 N. Figueroa, Los Angeles, CA 90012 (213) 240-8101

September 2, 2004

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

# APPROVAL OF AMENDMENT NO. 3 TO DELINQUENT PATIENT ACCOUNT COLLECTION LETTER SERVICES AGREEMENTS WITH COMPUTER CREDIT, INC. AND USCB, INC.

(All Districts) (3 votes)

#### IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 3 to Delinquent Patient Account Collection Letter Services Agreements with Computer Credit, Inc. (CCI) (County Contract No. H210688) and USCB, Inc. (USCB) (County Contract No. H210634), substantially similar to Exhibits I and II, to extend the term effective October 1, 2004 through March 31, 2005, for the continued provision of contractor provided processing of Department of Health Services facility delinquent patient account letters, at a total estimated net County cost of \$264,425.

# PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The purpose of the recommended action is to obtain Board approval of term extensions to the Delinquent Patient Account Collection Letter Services Agreements with CCI and USCB. The term extension(s) will allow for the continued provision of contractor provided preparation and transmission of collection letters to County patients with delinquent accounts (which supplement the Department of Health Services' [DHS or Department] collection efforts in generating incremental net revenue), while providing time for the Department to complete a competitive selection process.

(Note: the Department has found that it has a greater success rate in collecting on delinquent patient accounts when collection letters are sent out by a collection agency, such as CCI and USCB, as a follow-up to the initial letters sent out directly by the Department.)

First District

Yvonne Brathwaite Burke Second District

> Zev Yaroslavsky Third District

Don Knabe Fourth District

Michael D. Antonovich Fifth District The Honorable Board of Supervisors September 2, 2004 Page 2

### FISCAL IMPACT/FINANCING:

The number of accounts to be referred during the six-month extension is estimated to be 76,395 to CCI at a total cost of \$159,665 (76,395 x \$2.09); and 54,000 to USCB at a total cost of \$104,760 (54,000 x \$1.94). Total estimated net County cost for the two agreements for the extension period, October 1, 2004through March 31, 2005, is \$264,425, which is included in the Department's Fiscal Year (FY) 2004-05 Adopted Budget, and will be requested as part of a continuing appropriation in future fiscal years.

# FACTS AND PROVISIONS\LEGAL REQUIREMENTS:

On September 26, 1996, the Board approved these Agreements, awarded as a result of a Request for Information (RFI) competitive selection process, with CCI and USCB, for the period of September 26, 1996 through June 30, 1997, with provisions for automatic renewals through June 30, 1999. On July 6, 1999, the Board approved Delinquent Patient Account Collection Letter Services Agreements with CCI and USCB for the period of July 1, 1999 through June 30, 2000, with provisions for automatic renewals through June 30, 2003. On June 17, 2003, the Board approved Amendment No. 1 to the Delinquent Patient Account Collection Letter Services Agreements with CCI and USCB, to extend the term effective July 1, 2003 through December 31, 2003, and to add recently Board mandated provisions. On December 16, 2003, the Board approved Amendment No. 2 to the Delinquent Patient Account Collection Letter Services Agreements to: 1) extend the term effective January 1, 2004 through September 30, 2004, 2) provide for an increase in the payment rate paid to CCI and USCB of \$2.09 and \$1.94 respectively, and 3) allow for future payment rate increases to reflect any increase in the United States postal rate.

CCI is currently providing services to Harbor/UCLA Medical Center, LAC+USC Medical Center, King/Drew Medical Center, Olive View/UCLA Medical Center and Rancho Los Amigos National Rehabilitation Center. USCB is providing services to the DHS Comprehensive Health Centers and Public Health Centers. However, CCI and USCB are not contractually restricted from providing services to any County hospital.

It is estimated that of the 152,790 annual accounts referred to CCI and the 108,000 annual accounts referred to USCB, \$5,699,000 in annual revenue (i.e., delinquent billings paid) will be generated.

This Amendment No. 3 will allow the DHS time to complete a new Invitation for Bid (IFB) competitive selection process for delinquent patient account collection letter services which is estimated to be completed by March 31, 2005.

The Amendments (Exhibits I and II) have been reviewed and approved as to form by County Counsel.

Attachment A provides additional information.

# **CONTRACTING PROCESS:**

It is not appropriate to advertise amendments on the Los Angeles (L.A.) County Online Web Site as a contract/business opportunity.

The Honorable Board of Supervisors September 2, 2004 Page 3

# IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action will ensure that delinquent patient account collection letter services continue uninterrupted through March 31, 2005.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted

Thomas L. Garthwaite, M.D.

Director and Chief Medical Officer

TLG:pm

Attachments (3)

c: Chief Administrative Officer County Counsel Executive Officer, Board of Supervisors

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## **SUMMARY OF AGREEMENT**

# 1. <u>TYPE OF SERVICE</u>:

Delinquent Patient Account Collect Letter Services assists DHS facilities by providing them with a supplemental means (i.e., using a collection agency) to prepare and transmit collection letters to County patients with delinquent accounts. The Department has found that it has a greater success rate in collecting on delinquent patient accounts when collection letters are sent out by a collection agency, such as CCI and USCB, in addition to the initial collection letters sent out directly by the Department itself.

## 2. AGENCY ADDRESSES AND CONTACT PERSONS:

Computer Credit, Inc.

640 West 4th Street

Winston-Salem, North Carolina 27101

Attention:

Mr. J. Gilmour Lake,

President

Telephone/Facsimile (FAX) Number: (336) 761-1524/FAX: (336) 761-8852

USCB, Inc.

125 South Vermont Avenue

Los Angeles, California 90004

Attention:

Mr. Albert Cadena,

Vice President, Health Services

Telephone/Facsimile (FAX) Number: (213) 387-6181/FAX (213) 739-7630

E-Mail Address: acadena@uscbinc.com

#### 3. TERM:

October 1, 2005 through March 31, 2005.

### 4. FINANCIAL INFORMATION:

The number of accounts to be referred during the six month extension is estimated to be 76,395 to CCI at a total cost of (76,395 X \$2.09 =) \$159,665; and 54,000 to USCB at a total cost of (54,000 X \$1.94 =) \$104,760. Total estimated net County cost for the two agreements for the extension period, October 1, 2004 through March 31, 2005, is \$264,425, which is included in the Department's Fiscal Year (FY) 2004-05 Adopted Budget, and will be requested as part of a continuing appropriation in future fiscal years.

#### 5. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Patricia Adams, Chief, Revenue Management

## 6. <u>APPROVALS</u>:

Finance: Gary W. Wells, Director of Finance

Contract Administration: Irene E. Riley, Director

County Counsel (approval as to form): Robert E. Ragland, Senior Deputy County Counsel

Contract No. <u>H210688-3</u>

# DELINQUENT PATIENT ACCOUNT COLLECTION LETTER SERVICES AGREEMENT AMENDMENT NO. 3

	THIS AMENDMENT is	made and	entered into this	day	
of _		, 2004,			
	by and between		COUNTY OF LOS ANGELES "County"),	(hereafter	
	and		COMPUTER CREDIT, INC. "Contractor")	(hereafter	

WHEREAS, reference is made to that certain document entitled "DELINQUENT PATIENT ACCOUNT COLLECTION LETTER SERVICES", dated July 6, 1999, and further identified as County Agreement No. H210688, and any amendments thereto, (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term and to make other hereafter described changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on October 1, 2004.

2. The term of this Agreement is hereby extended six (6) months from October 1, 2004 through March 31, 2005, without further action by the parties unless sooner terminated or canceled as provided in this Agreement hereinbelow.

Notwithstanding any other termination provision found within this Agreement, either party may cancel or terminated this Agreement at any time, for any reason, during this Agreement term, by giving written notice to the other of such cancellation or termination. Such notice must be delivered to the other party at least thirty (30) calendar days prior to the cancellation or termination date. Written notice of such cancellation or termination must be delivered via facsimile ("FAX") transmission and/or by United States ("U.S.") Mail (e.g., Certified, U.S. Express, U.S. Priority, or Registered Mail, return receipt requested).

3. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this

Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

	COUNTY OF LOS ANGELES
	By Thomas L. Garthwaite, M.D. Director and Chief Medical Officer
	COMPUTER CREDIT, INC. Contractor
	BySignature
	Print Name Title
APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COU	(AFFIX CORPORATE SEAL HERE)
ByDeputy	
APPROVED AS TO CONTRACT ADMINISTRATION:	
Department of Health Services	
By	
gti:08/12/04 AMCDCCI3.GI	

Contract No. H210634-3

# DELINQUENT PATIENT ACCOUNT COLLECTION LETTER SERVICES AGREEMENT AMENDMENT NO. 3

	THIS AMENDMENT i	s made and	entered into this	day				
of _		, 2004,						
	by and between		COUNTY OF LOS ANGELES (hereaf "County"),	ter				
	and		USCB, INCORPORATED (hereafter "Contractor")					

WHEREAS, reference is made to that certain document entitled "DELINQUENT PATIENT ACCOUNT COLLECTION LETTER SERVICES", dated July 6, 1999, and further identified as County Agreement No. H210634, and any amendments thereto, (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term and to make other hereafter described changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on October 1, 2004.

2. The term of this Agreement is hereby extended six (6) months from October 1, 2004 through March 31, 2005, without further action by the parties unless sooner terminated or canceled as provided in this Agreement hereinbelow.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this

Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

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APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COU	JNSEL		•				·
Ву							
Deputy							
APPROVED AS TO CONTRACT ADMINISTRATION:							
Department of Health Services							
By Irene E. Riley, Director							
Contract Administration							
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